

Audubon Co.

PPME #2003 (Roads)

7/1/2005 6/30/2007

AGREEMENT

between

AUDUBON COUNTY
SECONDARY ROAD DEPARTMENT

and

AUDUBON COUNTY
SECONDARY ROAD EMPLOYEES
LOCAL UNION 2003

July 1, 2005 to June 30, 2007

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ARTICLE 1

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked in writing at any time, the County agrees to deduct the regular monthly Employee Organization dues from the first paycheck of the employee each month and remit such deduction by the fifteenth (15th) day of the month to the business address of the Public, Professional and Maintenance Employees, Local 2003 IUPAT, PO Box 68, Alburnett, IA 52202, with an accompanying list of employees from whom payroll deductions were made. The Employee Organization will notify the County in writing of the exact amount of such regular membership dues to be deducted. The County will require a minimum of thirty (30) days and a maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

The Employee Organization agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this dues checkoff clause.

The Authorization shall be as follows:

Name: _____

Last	First	Middle Initial
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Social Security Number:

TO: Payroll Records

Please make a monthly deduction from my salary check in the amount specified by the Union per month. Please credit the deductions to the Public, Professional and Maintenance Employees Local 2003, IUPAT.

Date: _____ Signature: _____

This Authorization may be revoked at any time by sending a signed order to cancel to the Audubon County Auditor.

ARTICLE 2
DEFINITION OF A GRIEVANCE

A grievance shall be defined as a dispute or disagreement raised by an employee against the County involving the interpretation or application of a specific term or provision of this Agreement. Other disputes or disagreements which do not involve the interpretation or application of a specific term or provision of this Agreement, including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the County, shall not be considered contract grievances. An employee may represent him-/herself, or may be represented by or accompanied by a representative of the Employee Organization during Steps One through Four. Grievances as herein defined, shall be processed in the following manner:

Procedure: The investigation or processing of a grievance by the Employee Organization representatives shall be carried out in a manner which does not interfere with normal operations of the Secondary Road Department. Time spent by the Employee Organization representatives on a single complaint shall be without pay unless permission is requested from his/her immediate supervisor in advance, and such permission shall not be unreasonably withheld.

Time Limits: If a grievance is not presented within the time limits set forth, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal thereon within the specified time limits, the Employee Organization may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the County and the Employee Organization involved in each step. After Step Three, the parties move to arbitration. More than one grievance may be heard by the same arbitrator only by mutual written agreement of the parties. The term "working days" as used in this clause shall mean the days Monday through Friday inclusive.

Step One. Consistent with the intent of the parties that a grievance should be resolved at the lowest supervisory level, a grievance shall first be taken up by the grievant at the lowest appropriate supervisory level, normally with his/her immediate supervisor. The grievance shall be discussed orally in Step One, but the grievance shall cite the provisions of this Agreement allegedly violated. Step One must be taken within five (5) working days of the incident complained of. The immediate supervisor shall have five (5) working days to investigate the grievance and respond to it.

Step Two. If the disposition of the grievance in Step One is not satisfactory to the grievant, he/she shall make a written report on a copy of the Grievance Form attached to this Agreement, and submit it to the department head within five (5) working days after the response from his/her immediate supervisor. The supervisor shall supply the department head with a written report within five (5) working days of the receipt of the grievant's written complaint. The

department head shall schedule a conference with the grievant and his/her supervisor within five (5) days of receipt of the complaint and the supervisor's written report. Following the aforesaid conference, the department head shall investigate the grievance, and respond to it in writing, sending a copy to the grievant within five (5) days.

Step Three. If the disposition of the grievance in Step Two is not satisfactory to the grievant, he/she shall submit an appeal in writing to the Board of Supervisors, or its designated representative, within five (5) working days. The Board of Supervisors, or its designated representative, shall, within ten (10) working days, make an investigation, discuss the grievance with the grievant, and respond in writing, sending a copy to the grievant.

Step Four. If the grievance is not settled in accordance with the foregoing procedure, the Employee Organization may, within five (5) working days after receipt of the County's answer in Step Three, ask that an arbitrator be assigned to hear the grievance.

ARTICLE 3 AUTHORITY OF THE ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the County and the Employee Organization, and shall have no authority to make his/her decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decision contrary to or inconsistent with or modifying or varying in any way the application laws and rules and regulations having the force and effect of law. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period of forty-five (45) days prior to the date. All awards of back pay shall be limited to the amount of wages the employee(s) would have earned from his/her employment with the Employer, but not in excess of the period above defined, less any other compensation for personal services that he/she has received from any source during said period.

No decision of an arbitrator or of the County in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

ARTICLE 4
PROBATIONARY PERIOD

Each employee shall be considered as on probation for a period of six months from the last date of hire. This probationary period may be extended by the Engineer an additional six (6) months after consulting with the Union representative. Any employee may be terminated without cause during their probationary period. Any disciplinary action regarding a probationary employee may not be grieved. Newly hired employees are eligible for paid holidays and for insurance coverage according to the terms of the current insurance program. Upon completion of 90 days of employment, employees shall be entitled to all rights and privileges granted all regular employees. Upon satisfactory completion of the probationary period, the employee shall be entitled to all the rights and privileges granted all regular employees and term of employment shall start as of the employment date.

ARTICLE 5
REGULAR EMPLOYMENT

Regular employment status is granted upon satisfactory completion of the probationary period. Regular employees are expected to work their normal workweek every week except for approved leaves of absence.

ARTICLE 6
EMPLOYEE EVALUATION

The County shall evaluate the performance of each employee every year or to coincide with budget submission dates. All evaluations shall be reviewed with the employee and shall be confidential. Any changes to the evaluation instrument will be approved jointly by the parties.

ARTICLE 7
REDUCTION IN FORCE

The reduction in force must be in a systematic manner. The layoff will be accomplished in the following sequence: probationary employees first and finally regular full-time employees, based upon their ability to perform required duties and if such ability is equal, seniority shall rule.

Employees will be returned to work in the reverse order in which they were laid off if they are qualified to perform the work available. Probationary employees have no recall rights. Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

ARTICLE 8 WORKING HOURS

This Article is to establish the normal hours of work and nothing in the Article or Agreement guarantees any hours of work per day, per week, or per contract year. The workday shall start and end at the time and maintenance shop designated by the Employer.

The normal workweek shall be forty (40) hours. The normal workweek shall be a seven (7) day period from 12:01 AM Sunday to 12:00 Midnight the following Saturday. During the normal workday, each employee shall take one-half (1/2) hour lunch period, time to be designated by the Engineer as close to the middle of the workday as possible.

The Employee Organization shall be given written notice five (5) days in advance of a change in starting time. The normal working hours: 7:30 AM to 4:00 PM.

ARTICLE 9 OVERTIME

All employees shall begin overtime after completion of eight (8) hours worked in any given day and for time worked on Saturdays and Sundays. All compensated time counts as time worked for the purposes of computing overtime. There will be no pyramiding of overtime. An employee may accrue up to forty (40) hours of compensatory time and such time may be taken with a seven (7) calendar day notice to and with approval of the Engineer.

ARTICLE 10 SENIORITY, JOB SELECTION, AND PROMOTION

Seniority means an employee's length of continuous service with the County since their last date of hire. The Union shall be furnished with a seniority list on or before July 1 of each contract year.

Job selection and promotion shall be based upon the following:

1. Applicants must meet the minimum qualifications to be eligible for selection or promotion. The selected candidate to fill a vacancy shall be paid the contractual rate of pay for the classification as specified in Appendix A.
2. No regular full-time vacancy or newly created job classification in the bargaining unit will be filled by hire or promotion until such vacancy has been posted for a period of five (5) working days and present employees have had the opportunity to apply for such positions and be given consideration for the position. Qualified applicants outside the unit may be considered only after said posting period has expired and consideration to in-house applicants has been extended. When the Employer determines the successful job bidder, qualifications will be the primary consideration. Where qualifications between in-house bidders are equal, seniority shall govern.

3. The successful job applicant will be placed into the job classification with a twenty (20) working day trial period. During said trial period, the employee shall be paid the contractual rate of pay for the job classification. Within said trial period, the employee must demonstrate that he/she can perform the job duties to the satisfaction of the Employer or he/she may be removed and shall be returned to their former job classification. The Employer may extend said trial period for legitimate reasons with notice to the employee and the Union representative pointing out such reasons.

ARTICLE 11
SICK LEAVE

Regular full-time employees shall be entitled to sick leave with full pay at the rate of one and one-half (1 1/2) working days for each month of employment, subject to the following:

1. Sick leave shall apply to a period in which the employee is incapacitated from the performance of his/her duties by sickness or injury, for medical, surgical, dental, or optical examination or treatment, or whereby reason of his/her post of duty would jeopardize the health of others. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by sick leave.
2. Sick leave shall not be used by vacation leave.
3. Sick leave shall not be taken in advance.
4. Sick leave shall not be cumulative for more than one hundred fourteen (114) working days.
5. In all cases where an employee has been absent on sick leave, he/she shall immediately upon his/her return to work, submit a statement that such absence was due to illness or other reasons stated in Item 1 above. In cases where such absence exceeds three (3) calendar days, such statement shall be verified by a physician or other authorized practitioner, unless waived by the County. For lesser periods of absence, the County may, at its discretion, require evidence of illness or other reasons defined in Item 1 above as they deem necessary, and in all cases, sick leave shall not be granted until approved by the Employer.
6. Sick leave shall be taken on a workday basis, but may be taken in one (1) hour increments. Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.
7. Sick leave shall not accrue during leave of absence without pay, suspension, layoff, or educational leave.

8. An employee who is transferred from his/her department to another within the County shall be credited with the sick leave he/she accumulated.
9. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation, unless the employee is eligible for conversion as described in paragraph 15.
10. If an absence of illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave. If all sick leave and vacation leave is used, the employee may be granted sick leave without pay or terminated.
11. Upon written request by the employee, sick leave without pay may be granted by the County, in writing, for the remaining period of disability after both sick leave and vacation leave have been exhausted. In the event such leave exceeds one (1) year, an extension must be requested and may be approved by the County.
12. Failure on the part of an employee to report immediately at the expiration of a leave of absence with or without pay or sick leave or extension of such leave, except for valid reasons submitted and approved by the County, shall be considered a resignation.
13. An employee who is eligible for workers' compensation may use sick leave for scheduled work days lost during the first three days following the injury or illness. If the employee continues to be eligible for workers' compensation, the employee will be paid at the State of Iowa workers' compensation rate of pay starting on the fourth day of the disability. If the employee is off work for more than fourteen calendar days and the workers' compensation carrier pay for the first 3 days following the illness or injury, the County may then deduct the amount of the workers' compensation benefit received by the employee for those first 3 days from the employee's next regular payroll check in which the employee actually works. If the County makes the above deduction, the employee's sick leave bank shall be credited with 3 days. An employee may supplement workers' compensation benefits with accumulated sick leave, vacation or compensatory time if the employee requests the supplement in writing. The employee's accumulated sick leave, vacation, or compensatory time will be reduced accordingly.
14. An employee may use three (3) days of accumulated sick leave each fiscal year in the case of serious illness in the employee's immediate family (spouse, child, parent, brother or sister).
15. An employee who retires from Audubon County with at least 15 years of service may convert 25% of his/her accumulated sick leave at the employee's regular rate or pay toward the purchase of health insurance. For example, at the time of retirement, if an employee has 114 days of

accumulated sick leave at and earned \$10.00 per hour, the County would continue to pay the monthly insurance premium payments for the employee until \$2280.00 has been exhausted.

16. An employee who has accumulated the maximum amount of sick leave, and who does not use any sick leave during the fiscal year, shall be allowed 1 paid personal day.

ARTICLE 12 VACATION LEAVE

Regular full-time employees shall be eligible for vacation leave with pay for continuous employment as follows:

First and second years	-	one (1) week
Third through tenth years	-	two (2) weeks
Eleventh through twenty years	-	three (3) weeks
After twenty years	-	four (4) weeks

When a holiday falls within the vacation period, the holiday shall be included in the vacation period. Vacation leave shall be accrued on annual basis figured from the anniversary date of employment and may accrue to a maximum of twice the annual rate, but not to exceed twice the annual entitlement.

Vacation leave shall be scheduled with and approved by the County Engineer. Notice of intent to use one (1) week or more of vacation leave must be given no less than two (2) weeks in advance of said leave commencing. The Employer shall answer, in writing, vacation leave requests within forty-eight (48) hours of the request.

Notice of intent to use less than one week of vacation leave may be made at any time. It will be scheduled with and approved by the County.

Vacation leave may be taken in a minimum of one-half (1/2) day increments. Upon separation from County service for any cause, an employee shall be paid for all earned or accrued vacation leave based on the employee's current rate of pay.

ARTICLE 13 HOLIDAYS

Only regular full-time employees shall be eligible for holiday pay. Holidays observed by eligible employees are one (1) floating holiday per contract year to be taken upon request and approval by the County Engineer, and the following:

New Year's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Labor Day	Christmas Day

A recognized paid holiday is to be paid for at the employee's normal rate of pay. A recognized paid holiday occurring on Saturday shall be observed on the Friday preceding.

A recognized paid holiday occurring on Sunday shall be observed on the following Monday. Employees required to work on a recognized paid holiday shall be paid for at one and one-half (1 1/2) times the employee's normal rate of pay in addition to the employee's holiday pay.

ARTICLE 14 FUNERAL LEAVE

All regular full-time employees will be allowed time off with pay to attend funerals on the following schedule: up to five (5) days per occurrence for arrangement and attending the funeral of a wife, husband, child, mother, father, brother or sister; up to three (3) days per occurrence of funeral of grandparents, grandchildren, mother- or father-in-law, brother- or sister-in-law; one (1) day per occurrence for funeral as a pallbearer. Other than herein, employees may be granted up to two (2) days with approval of the Employer, these days to be taken from the employee's accumulated sick leave.

If employee is asked by a veteran's organization to serve as a honor/color guard, he/she will be eligible for up to 8 hours per year.

ARTICLE 15 MILITARY LEAVE

Leave for military leave will be granted in accordance with state and federal law.

ARTICLE 16 JURY DUTY

All regular employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the day required by the jury duty. An employee released from jury duty before 11:00 AM shall report to work by 1:00 PM of the same day and an employee released from jury duty after 11:00 AM shall report the following morning. Any jury duty pay less mileage pay received by an employee shall be forwarded to the County Engineer, to be deposited in the Secondary Road.

ARTICLE 17 BREAK TIME

All employees will be permitted to take one (1) fifteen (15) minute break with pay during every four (4) hour work period. Breaks should be scheduled as close to the middle of the work period as possible and the time limit must be strictly observed.

ARTICLE 18
PERSONAL LEAVE

All regular full-time employees shall be eligible for two (2) workdays per year upon request and approval by the County.

ARTICLE 19
INSURANCE

The Employer shall continue to pay the single policy in effect at the time of Agreement.

The County will pay the employee's contribution toward dependent health insurance for employees within the bargaining unit.

The County will implement and pay for single and dependent dental insurance for eligible employees with the bargaining unit.

The County and the Union have agreed to the benefit levels as contained in Alliance Select 1000 (ISAC Plan 10). The County may select the insurance carrier as long as benefit levels are comparable to ISAC Plan 10.

The County will pay the premium for a \$5000 life insurance policy for all eligible regular full-time employees.

ARTICLE 20
MILEAGE REIMBURSEMENT

An employee shall be paid per mile as specified in the Code of Iowa for all Employer required use of his/her personal vehicle. All use of personal vehicles shall be authorized by the County Engineer.

ARTICLE 21
HEALTH AND SAFETY

The Employer shall make reasonable provisions of the safety and health of its employees during their hours of employment, and furnish safety equipment the employees are required to wear or use.

A Safety Committee comprised of two (2) employees from the unit and two (2) from the Employer shall meet quarterly or as deemed appropriate to evaluate department safety, make plans and recommendations and counsel as necessary concerning the effective administration of the County's safety program and submit proposals to the County Board of Supervisors.

ARTICLE 22
SAVINGS CLAUSE

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated article, section, or portion thereof.

In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

ARTICLE 23
ENTIRE AGREEMENT AND WAIVER CLAUSE

This Agreement supercedes and cancels all previous agreements and practices between the County and the Employee Organization, unless expressly stated to the contrary herein, and together with concurrent letters of understanding, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining for its term, except as provided herein.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the County and the Employee Organization, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

ARTICLE 24
NEGOTIATIONS

No more than two employees will be in pay status if negotiations are scheduled during normal work hours. Any hours spent in negotiations outside of the employee's work hours are not compensable.

ARTICLE 25
DURATION OF AGREEMENT

THIS AGREEMENT shall be effective from July 1, 2005 and shall continue to remain in full force and effect until its expiration on June 30, 2007.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement.

Should either party desire to modify or amend this Agreement, written notice must be served on the other not later than the first day of October, 2006.

Signed this 21st day of MARCH, 2005.

FOR THE EMPLOYER:
SECONDARY ROAD DEPARTMENT
AUDUBON COUNTY, IOWA

By Vernon Venterich
Chairperson,
County Board of Supervisors

Acknowledged by:

Renee Von Bokern
Renee Von Bokern
Employer Representative

FOR THE UNION:
PUBLIC, PROFESSIONAL &
MAINTENANCE EMPLOYEES
LOCAL UNION 2003

By [Signature]
Business Representative
By [Signature]
Employee Representative

APPENDIX A

PAY SCHEDULE

Effective July 1, 2005

	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
<u>Grade 2</u> <u>Classification</u>				
Equipment Operator A/B	12.82	13.32	13.82	14.32
Sign Maintenance Person				
<u>Grade 3</u> <u>Classification</u>				
Equipment Operator C	12.92	13.42	13.92	14.42
<u>Grade 4</u> <u>Classification</u>				
Mechanic I	12.97	13.47	13.97	14.47
Engineering Technician I				
<u>Grade 5</u> <u>Classification</u>				
Crew Leader	13.18	13.68	14.18	14.68
Mechanic II				
Engineering Technician II				
<u>Grade 6</u> <u>Classification</u>				
Engineering Technician III	13.33	13.83	14.33	14.83
<u>Grade 7</u> <u>Classification</u>				
Inspector	14.92	15.42	15.92	16.42

If an employee in pay Grade 2 is temporarily assigned to operate the dragline for four (4) hours or more, he/she will be paid at Grade 3 wage rate for all hours assigned that day.

If an employee is temporarily assigned to act in a Crew Leader capacity for four (4) hours or more, he/she will be paid Grade 5 wage rate or his/her current rate, whichever is higher for all hours worked that day.

An employee temporarily assigned to work in a lower pay grade will be paid at his/her current rate of pay.

APPENDIX A

PAY SCHEDULE

Effective July 1, 2006

	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>
<u>Grade 2</u> <u>Classification</u> Equipment Operator A/B Sign Maintenance Person	13.25	13.75	14.25	14.75
<u>Grade 3</u> <u>Classification</u> Equipment Operator C	13.35	13.85	14.35	14.85
<u>Grade 4</u> <u>Classification</u> Mechanic I Engineering Technician I	13.40	13.90	14.40	14.90
<u>Grade 5</u> <u>Classification</u> Crew Leader Mechanic II Engineering Technician II	13.61	14.11	14.61	15.11
<u>Grade 6</u> <u>Classification</u> Engineering Technician III	13.76	14.26	14.76	15.26
<u>Grade 7</u> <u>Classification</u> Inspector	15.35	15.85	16.35	16.85

If an employee in pay Grade 2 is temporarily assigned to operate the dragline for four (4) hours or more, he/she will be paid at Grade 3 wage rate for all hours assigned that day.

If an employee is temporarily assigned to act in a Crew Leader capacity for four (4) hours or more, he/she will be paid Grade 5 wage rate or his/her current rate, whichever is higher for all hours worked that day.

An employee temporarily assigned to work in a lower pay grade will be paid at his/her current rate of pay.

All regular full-time employees shall be eligible for longevity pay according to the following schedule:

<u>Years</u>	<u>Amount per month</u>
5	8.67
10	17.33
15	26.00
20	34.67
25	43.33
30	52.00

The County may hire in at a higher rate at its discretion based on an applicant's prior experience.